## **DELETED CONTRACT**

**KMBC** 6455 Winchester Ave Kansas City, MO 64133-6409 (816)221-9999

www.kmbc.com

And:

Smart Media Group LLC (VA) 814 King St Ste 400 Alexandria, VA 22314

	Contract / Re	vision	Alt Order #	<i>+</i>
	953887	/	07899361	-
Product				-
MARTIN/AG/R				
Contract Dates	Estimate #			_
09/24/12 - 10/01/12	924C01		i	
Advertiser	<u> </u>		Original Date	/ Revision
Martin /R/Attorney Gen	eral		09/21/12	/ 09/21/12
	Billing Cycle	Billing	Calendar	Cash/Trade
	EOM/EOC	Broad	cast	Cash
	Station	Accou	nt Executive	Sales Office
	кмвс	Mered	ith Thompson	Eagle-Washing
	Special Hand	ling		·
	Demographic			
	Adults 35+			
	IDB#	Advert	iser Code	Product Code
	1046	MART		ORDR
	Agency Ref		Advertiser	Ref

Spots/

*: :	- 04	Ota-t Data I	D_4_	Description	04 - 4/E 4 Ti	D	Spots/	D-1-	Τ		
		Start Date E			Start/End Time	Days	Length Week	Rate	TypeS		Amount
D 1				First News at 6am	6-7am		:30		NM	0	\$0.00
		s of Time - Pre-									
D 2	KMB	3C 09/24/12 (	09/28/12	Good Morning America	7-9am		:30		NM	0	\$0.00
	Clas	s of Time - Pre-	emptible v	vith notice							
D 3	KMB	3C 10/01/12 1	10/01/12	Good Morning America	7-9am		:30		NM	0	\$0.00
	Clas	s of Time - Imm	nediately P	re-emptible without notice							
D 4	KMB	3C 09/29/12 (	09/29/12	Sa 6-7a	6-7a		:30		NM	0	\$0.00
	Clas	s of Time - Pre-	emptible v	vith notice							
D 5	KMB	3C 09/29/12 (	09/29/12	News Wknd Sat	7-9am		:30		NM	0	\$0.00
	Clas	s of Time - Pre-	emptible v	vith notice							
D 6	KMB	3C 09/30/12	09/30/12	News Wknd Sun	7-9am		:30		NM	0	\$0.00
	Clas	s of Time - Pre-	emptible v	vith notice							
D 7	KMB	3C 09/24/12 (	09/28/12	6pm News	6-630pm	_	:30		NM	0	\$0.00
	Clas	Class of Time - Pre-emptible with notice									
D 8	KMB	IC 10/01/12	10/01/12	6pm News	6-630pm		:30		NM	0	\$0.00
	Clas	s of Time - Imm	nediately P	re-emptible without notice							
D 9	KMB	IC 09/30/12 0	09/30/12	5pm News Sunday	5-6pm		:30	_	NM	0	\$0.00
	Class of Time - Pre-emptible with notice										
D 10	KMB	IC 09/24/12 0	09/28/12	M-F 1035-1105pm	1035-1105pm	_	:30		NM	0	\$0.00
	Class of Time - Pre-emptible with notice										
D 11	KMB	IC 09/25/12 0	09/27/12	M-F/SU 10pm News	10-1035pm		:30		NM	0	\$0.00
	Clas	s of Time - Pre-	emptible v	vith notice							
D 12	2 KMB	IC 09/30/12 0	09/30/12	Su 10pm news	10-1030pm		:30		NM	0	\$0.00
	Clas	s of Time - Pre-	emptible v	vith notice							
D 13	3 KMB	C 09/30/12 0	09/30/12	SU 1030pm News	1030-11pm		:30		NM	0	\$0.00
D 14	KMB	C 09/24/12 (	09/28/12	630-7p	630 <b>-</b> 7pm		:30		NM	0	\$0.00
D 15	5 KMB	IC 10/01/12 1	10/01/12	630-7p	630-7pm		:30		NM	0	\$0.00
	Clas	s of Time - Imm	nediately P	re-emptible without notice							
D 12	Class Class Class KMB KMB KMB	s of Time - Pre- 3C 09/30/12 0 s of Time - Pre- 3C 09/30/12 0 3C 09/24/12 0 3C 10/01/12 1	emptible v 09/30/12 -emptible v 09/30/12 09/28/12 10/01/12	vith notice Su 10pm news vith notice SU 1030pm News 630-7p 630-7p	10-1030pm 1030-11pm 630-7pm		:30 :30 :30		NM NM NM	0 0	\$0 \$0 \$0

(\* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall reman obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in tull is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

Alt Order #



Contract / Revision

www.kmbc.com

Advertiser	Original Date / Revision
Martin /R/Attorney Genera	09/21/12 / 09/21/12

*Line	Ch Start Date	e End Date	e Description	Start/End Time	Days	Spots/ Length Week	Rate	TypeS	pots	Amount
D 16	KMBC 09/25/12 Class of Time - Pr	09/28/12	KATIE COURIC	2-3PM		:30		NM	0	\$0.00
D 17		09/28/12	5pm News	5-530pm		:30		NM	0	\$0.00
D 18		09/29/12	Sat News @ 5am	5-6am		:30		NM	0	\$0.00
D 19	KMBC 09/30/12 Class of Time - Pr			5-6am		:30		NM	0	\$0.00
						Total	5		0	\$0.00

Signature:	Date:	
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Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

# TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, first or other publicess entity ("Agenby") contracting to ouronable proposation vertisers three or benefit of the sovertiser names on the face of this contract ("Advertiser") and the station appearing this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

#### 1. BILLING AND PAYMENTS

- (a) Station will, from time to time at interests to llowing prospects researched, bill Agency or censified Advertises at appress on the face hereof. Agency shall pay Station thereon at appress on bill on or before the 18th pay of each month following that in which prospects opported on or satisfactors as may be specified in the invoice.
- (i) Except where this contract is made directly with the Adventiser described on the face of this contract, it is understood that Agendy makes this contract both for little lifend as agent for the Adventiser and that Agendy and saverally lifed entire in a life by agendy to Statish and for all obligations undersaken to be performed by Agendy.

#### TERMINATION

- (a) Unless otherwise specified on the fore nereof, either pertyreminate this contract, without cause, upon giving the other partyet reset 20 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting iterations. If Agency so terminates this contract to pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate the contrast starty time; (f) upon material present by Agency (ii) if Station falls to receive time; payment on pilling; or (iii) if Advertiser's or Agency's precit is, in Station's reasonable opinion, impaired. Upon such termination, all under accrued phagraphs of Agency's only liability shall be to pay for telepasts compreted hereunder prior to cancellation by Station.
- Agency may been notice to Station, lerminate this contract at any time specin material breach by Station. Upon such termination, the Station along list illustration betto payas illustrated camages a sum edual to the reason of the following: (i) the social nonconcessor but-of-pooket costs recessarily included by Agency in performance of this contract through onto of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation. Station had given notice of termination parauent to Feragraph 2,a) effective at the earliest date demitted thereunder.
- (c) Newtier party and lineve any flacility to the other upon termination pursuant to this Paragraph 2, except salprovided in this Paragraph 7.

#### 3 OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, iscondispute, restriction imposed by say or governmental order, mechanical presponding orders represent the Station to comply with the Communications Act of 1934, as amended, to satisfy the irresponding access and or recursion operating or dissimilar or dissimilar os use beyond the Station a reasonable control, Station for fails to broadcast anyone it of the announcement is or programs to be produced native to a significant of the same of the produced that is not the same of the same of

#### 4. PREEMPTIONS

Station shall have the light to benow, any progroups for portion thereof powers by this contract in order to broadbast any program or event which, in the Station is able dispersion, it deems to be of greater out-lib interest or significance. Station may also repositive time previously sold when necessary to comply with its obligations to make available increased additional and of 1834, as amended. Station will postly Agency of such cashes and time, the Broadbast or presented sensitive described. If the identical particular as expected to the cashes and time, the Broadbast or presented can be deemed can be described as the cash, and the provided under this posturad, expect that Agency will not not us to say Station any charges allocable to the particular and provided under this posturad, expect that Agency will not not us to say Station any charges allocable to the particular provided under this posturad, expect that Agency will not not us to say Station any charges allocable to the particular provided under this posturad, expect that Agency will not not us to say Station any charges allocable to the particular provided under this posturad, expect that Agency will not not us to say Station and particular provided under this posturad.

#### FXED RATE PURCHASES

Nowitnessnown the provisions of Paragraphs 3 and 4 above, unless the printed or preempted announcement was purphased as a single purphased (i.e., not a preemptible) rate, and it is so inclosed on the face of this contrad, Station may preempt at its soled paragraphs for any reason. In the event of preemption or omission, where otherwise agreed to by Station, Agency shall contribute to pay the full bharge (no precition refund will be given) but Agency shall be accorded an other encounterment at a reasonably safety above sage time, at no scottons contribute the refund.

## . A GENCY MATERIAL

All commence materies (if so specified on the space of this contract, all program materials, including takent) shall be furnished by Agendy and deliver all materials not less than 45 hours (explusive of Saturdays, Sundays and holidays) in advance of projected. All materials furnished by Agendy (i) and to be contrary to the public interest, (ii) and conform to the Station is then existing program and constating policies and duality stationards, and (iii) are subject to Station a prior approval and contracting right to reject on to asset Agendy to edit automaterials. Station will not be liable for loss or damage to Agendy's material or, even if abbeing by Station, throomer understanding and others.

If Agency recuests within 30 days of last proadcast hereunder, Station will, at Agency's excense, return Agency materia, to Agency. If Agency coes not so request, Station rate right to discose of all Agency material any time after 60 days following the last proaccast nersunger.

#### 7. INDELINIFICATION

Agency and Advertiser will jointly and severally indemnify and note it amines. Station formend against all datms, demands, debts, oblig atoms or pranges (holdding reasonable attorney fees and discurrements) which arise out of or result from the prospects of preparation for prospects of contemplated prospects of materials furnished by or not penalty of Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser at commercial materials of materials furnished by Station. The indemnities and promptly notify and cooperate with the indemnitor with respect to any plant. The provisions of this paragraph and its account of the termination or expiration of this portions of this paragraph and its account of the termination or expirations.

## 8. CONSEQUENTIAL DAMAGES

Agen by and Stabon rereby agree that consequents idemages resulting from enviore act of this contract, pursuent to Faragraph 2, or any presentation of broadcast, pursuent to Faragraph 3, or any presentation of broadcast pursuant to Faragraph 4, are speculative and neither Agency not Station shall be few labor. Or any porsequents idemages incorred.

Interportable new games explusion provision is an allocation of tisk separate and apart from provisions appearing in limiting either Agency and Station a remedias for breach.

#### 9. GENERAL

(a) States will proceed the entropy rements and programs covered by this contraction the detection at the professional moon yet mass of owners for the

#### face necesió

- (b) The Station and exercise normal proceduling of procedy and mail, but assumes no usplity for loss price mage to program or commercial materials and other proceduly furnished by the Agency in connection with procedulate reference. The Station will not adopt or process mail, porrespondence, or telephone balls to pornection with procedulate except after its program approval.
- Agency/is acting as agent for a disclosed principal (i.e., the Advertiser named on the face nersof) and Agency/will act as agent for making payment on all billings nerective. However, Agency/shall be primarify/lable for the Advertiser and to eliable to Station and not to agency on all problems for the payment thereof unless and build Agency alls to timely remit payment or becomes insolvent. Advertiser and, be liable to Ristion and not to agency on all problems by as a payment to the Agency thereon, and to the extent that Advertiser has not therefore made payment to the Agency thereon, and to the extent that Advertiser has therefore made payment to the Agency thereon, and to the extent that Advertiser has therefore made payment to the Agency thereon, while tho while tho while the while the payment into an agreement or analyse payment of the payment of the Agency thereon. Agency while the while the payment of the payment of
- (2) Agency shall not assign this contract except to another agency which appeads to its business of representing Adverteer and provided super biner agency assumes all its obligations harestnown. Adverteer may, upon notice to Station, prange its agency and purply the suppeador agency and libe entitled to provide other than that named on the face hereof.

  Station is not required to provide other than that named on the face hereof.
- (a) This contract contains the entire understanding between the parties, cannot be pranged or terminated orally, and shall be construed in apportions with the laws of the State of New York, and with the Communications Act of 1824, as amended, and with the rules and regulations of the FCC tasked pursuant thereto. When there is any important probatives in these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinguish mention whiver of that or any other provisions. All notices hereof except for notices under Faragraph 4) shall be in writing, given only opyprepare teagram or mail, accreased to the other carty at the accrease on the face hereof, and shall be deep the given on the determination.

For additional information relating to political advertising, Agendees and Advertisers are endouraged to request a copy of the Station advertising big overtising displayant statement.]

## CONTRACT



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And:

Smart Media Group LLC (VA) 814 King St Ste 400 Alexandria, VA 22314

	Contract / Rev	vision		Alt Order#	:
	953887	/		07899361	
Product					
MARTIN/AG/R					
Contract Dates	Estimate #				
09/24/12 - 10/01/12	9 <b>2</b> 4C <b>01</b>				
Advertiser			<u>Or</u>	ginal Date	/ Revision
Martin /R/Attorney Genera	al		(	9/21/12	/ 09/21/12
	Billing Cycle	Billing	Cal	endar	Cash/Trade
	EOM/EOC	Broado	ast		Cash
	Station	Accour	ıt E	xecutive	Sales Office
	KMBC	Meredi	th T	hompson	Eagle-Washingt
	Special Handi	ing			
	Demographic				
	Adults 35+				
	IDB#	Adverti	ser	Code	Product Code
	1046	MART		In to the	ORDR
	Agency Ref			Advertiser	Ret

Spots/

		орога/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	TypeS	pots	Amount
N 1 KMBC 09/24/12 09/28/12 First News at 6am	6-7am	:30	NM	2	\$1,200.00
Class of Time - Pre-emptible with notice  Start Date Week: 09/24/12	<u>Rate</u> \$600.00				
N 2 KMBC 09/24/12 09/28/12 Good Morning America	7-9am	:30	NM	3	\$1,350.00
Class of Time - Pre-emptible with notice  Start Date	<u>Rate</u> \$450.00				
N 3 KMBC 10/01/12 10/01/12 Good Morning America	7-9am	:30	NM	1	\$350.00
Class of Time - Immediately Pre-emptible without notice  Start Date	<u>Rate</u> \$350.00				
N 4 KMBC 09/29/12 09/29/12 Sa 6-7a	6-7a	:30	NM	1	\$300.00
Class of Time - Pre-emptible with notice  Start Date Week: 09/24/12	<u>Rate</u> \$300.00				
N 5 KMBC 09/29/12 09/29/12 News Wknd Sat	7-9am	:30	NM	1	\$300.00
Class of Time - Pre-emptible with notice  Start Date   End Date   Weekdays   Spots/Week    Week: 09/24/12   09/30/12  S-   1	<u>Rate</u> \$300.00				
N 6 KMBC 09/30/12 09/30/12 News Wknd Sun	7-9am	:30	NM	1	\$300.00
Class of Time - Pre-emptible with notice  Start Date   End Date   Weekdays   Spots/Week    Week: 09/24/12   09/30/12  S   1	<u>Rate</u> \$300.00				
N 7 KMBC 09/24/12 09/28/12 6pm News	6-630pm	:30	NM	2	\$1,650.00
Class of Time - Pre-emptible with notice  Start Date   End Date   Weekdays   Spots/Week    Week: 09/24/12   09/30/12  1-1   2	Rate \$825.00				
N 8 KMBC 10/01/12 10/01/12 6pm News	6-630pm	:30	NM	1	\$600.00
Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week	Rate				

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Advertiser	Original Date / Revision
Martin /R/Attorney Genera	09/21/12 / 09/21/12

*Line Ch St	art Date End D	ate Descriptio	on	Start/End Time	Days	Spots/ Length Week	Rate	Types	Spots	Amount
Start Da Week: 10/01/1		Weekdays M	Spots/Week 1	Rate \$600.00						
N 9 KMBC 09	/30/12 09/30/	12 5pm News	Sunday	5-6pm		:30		NM	1	\$400.00
Class of 1 Start Da Week: 09/24/1		ble with notice Weekdays	Spots/Week	<u>Rate</u> \$400.00						
N 10 KMBC 09	/24/12 09/28/	12 M-F 1035-	1105pm	1035-1105pm		:30		NM	2	\$1,300.00
Class of 1 Start Da Week: 09/24/1		ble with notice Weekdays1-1	Spots/Week 2	<u>Rate</u> \$650.00						
N 11 KMBC 09	/25/12 09/27/	12 M-F/SU 10	pm News	10-1035pm		:30		NM	2	\$3,000.00
Class of 1 Start Da Week: 09/24/1		ble with notice Weekdays -1-1	Spots/Week 2	<u>Rate</u> \$1,500.00						
N 12 KMBC 09	/30/12 09/30/	12 Su 10pm រា	ews	10-1030pm		:30		NM	1	\$1,500.00
Class of T Start Da Week: 09/24/1		ble with notice Weekdays S	Spots/Week 1	Rate \$1,500.00						
D 13 KMBC 09	/30/12 09/30/	12 SU 1030pr	n News	1030-11pm		:30		NM	0	\$0.00
D 14 KMBC 09	/24/12 09/28/	12 630-7p		630-7pm		:30		NM	0	\$0.00
N 15 KMBC 10				630-7pm		:30		NM	1	\$650.00
Class of T Start Da Week: 10/01/1	te End Date	ely Pre-emptible Weekdays M	without notice Spots/Week 1	<u>Rate</u> \$650.00						
N 16 KMBC 09	/25/12 09/28/	12 KATIE CO	URIC	2-3PM		:30		NM	3	\$750.00
Class of T Start Da Week: 09/24/1		ble with notice Weekdays -TWTF	Spots/Week 3	<u>Rate</u> \$250.00						
N 17 KMBC 09	/25/12 09/28/	12 5pm News		5-530pm	-	:30		NM	2	\$1,400.00
Class of T Start Da Week: 09/24/1		Weekdays -TWTF	Spots/Week 2	Rate \$700.00						
N 18 KMBC 09	/29/12 09/29/	12 Sat News (	@ 5am	5-6am		:30		NM	2	\$200.00
Class of T Start Da Week: 09/24/1		ble with notice Weekdays S-	Spots/Week 2	<u>Rate</u> \$100.00						
N 19 KMBC 09	/30/12 09/30/	12 Sun News	@ 5am	5-6am		:30		NM	1	\$100.00
Class of T Start Da Week: 09/24/1		ble with notice Weekdays S	Spots/Week 1	<u>Rate</u> \$100.00						
						Tota	s		27	\$15,350.00

Time Period	# of Spots	Gross Amount	Net Amount
08/27/12 -09/30/12	24	\$13,750.00	\$11,687.50
10/01/12 -10/01/12	3	\$1,600.00	\$1,360.00
Totals	27	\$15,350.00	\$13,047,50

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otherwise, on contracts, insertion orders, copy instructions or any correspondence when such confined with the such contracts, insertion orders, copy instructions or any correspondence when such confined with the such confined wi



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	Contract / Revision 953887 /	Alt Order # 07899361
Contract Dates 09/24/12 - 10/01/12	Product MARTIN/AG/R	Estimate # 924C01
Advertiser Martin /R/Attorney Gene	Original Date / Revision 09/21/12 / 09/21/12	

Signature:	 Date:
Signature: _	 Date:

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#### TERMS AND SITA NDAIRD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other pusiness entity ("Agency") contracting to purchase prosadast advertising time on benefit of the sovertisendamed on the face of this contract ("Advertiser") and the station appearing this contract ("Station") rereplyagree triat this contract and the governed by the following contributions and terms:

#### 1. BILLING AND PAYMENTS

- (a) Staton will, from time to time at intervals following prospects resources, bill Agendy or densifiof Advertiser at address on the face needs. Agendy shall pay Staton thereon at address on bill on or before the 15th day of each month following that in which prospects to oppose on on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on cenal for the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

#### TERMINATION

- (a) Unless otherwise accollection the face nereof, either pany may terminate this contract, without bause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agandy, termination shall not be effective but if after two (2) weeks of proaccasting nersender. If Agendy so terminates this contract, it shall pay Station at the earned rate for all proaccasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agen by, terminate this contract anytime; (i) upon material oresion by Agen by (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's predit is, in Station's reasonable cointion, mostred. Upon such termination, all uticals accrued onarges hereunder and immediately pecome due and payeller. The Agency's prigritability and be to pay for the base to compete the property to candidation by Station.
- (a) Agency may, upon notes in Station, terminate this contract stray time a por material preach by Station. Upon such termination, the Station's only like illustration by Agency in the state of the following: (i) the some increased out-of-pooket costs necessarily mourned by Agency in performance of this contract through date of such termination, or (ii) the title which would be due to Station hereunder if, on the date on which Agency gives no toe of cancellation. Station had given notice of termination outsuch to Flategreen (1s) effective at the earliest date permitted therefore, the date of the contract through the station of the contract through the
- (d) Neither party shall have any lepility to the other upon termination pigracant to this Paragraph 2, expect as provided in this Paragraph 2 and Paragraph 5,

#### OMISSION OF BROADCAST

If, as a result of an act of God, force majetime, public emergency, labor dispute, restriction imposed by iswior governmental order, mechanical presection, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to estably the Tresponder exposed access and or Teach cooperation for certain politics, candidate, or disprofine amended to be seen to access the property of the enhancement (s) or organized to be prosperty or and the interest of the enhancement (s) or organized to be prosperty or and the interest of the enhancement (s) or organized to be prosperty or and the interest of the enhancement (s) or organized to be prosperty or and the enhancement of the enhance

#### 4. PREEMPTIONS

Station and name the right to partial any prosposation portion thereof covered by this contract to prosposation prosposation prosposation, in the Station is sole dispretion, it deems to be of greater public interest or significance. Station may also receive time previously sold when recessary to comprywith its obligations to make a valiable "reasonable sociate" and/or "sold operation benefit of station and of the sociated and the properties of the parties cannot agree upon a satisfactory substitute cate and time, the prosposation previous analyses prosposation as profit of rights provided under this contract, except that Agency will not have to pay Station any oranges allocable to the cannot agree of prosposation.

#### 5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 spoke, unless the omitted or preempted an noting emergency was purphased as a single purphased as a single purphased as a single purphased (i.e., not a preemptible) rate, and it is so inclosed on the face of this contract, Station may preempt at its soled sorteror for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Algebroy shall be apported another announcement at a reasonably satisfactory substitute date and time, at no spoints of the provision of

All commendal materials (if so specified on the face of this contract, all program materials, including talent's hall be furnished by Agendy and deliver all materials not less train 45 nours (explusive of Saturdays and rollbays) in advance of process. All materials furnished by Agendy (i) ahall not be contracy to the public interest, (ii) and is conform to the Station's trainexisting program and operating policies and quality standards, and (iii) are subject to Station's prior approved and control into reject on bases Agendy to exist our materials. Sint or will not be list to reserve and and control into reject or to bases Agendy to exist our materials. Sint or will not be list to roll and or camage to Agendy's material or, even if about the Station, for communications from offers.

If Agency requests within 30 days of isst broadcast here under, Station will, at Agency's expense, return Agency material to Agency. If Agency ones not so request, Station has the right to discose of all Agency material any time effect 50 days following the last proadcast hereunder.

### 7 INDEMNIERATION

Agendy and Advertiser will jointly and severally indemnify and notif narmies. Setton for and against all paims, demands, debts, obligations or oranges (noticing responsible attorney fees and disputements) which arise out of or result from the prospector for prospect or contemplated prospect of materials it must address to set of Agendys and Advertiser or formed by Station at Agendys request for use in which are prospective and for any agendy and Advertiser or formed at vertiser with respect to any other. The indemnities and provisions of this paragraph shall survive the termination or expect to other societies.

#### 8. CONSEQUENTIAL DAMAGES

Agen by and Station he reby agree that consequents (damages resulting from any preson of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 2, or any presenction of proadcast, pursuant to Paragraph 4, are specialities and reliner Agency not Station analyze her labor to remove the camages incurred.

This consequents, carriage exclusion provision, also allocation of risk separate and apart from provisions apecifying or limiting either Agency and Station a removal for preson.

#### 8. GENERAL

(E) Staton will broadcast the announdementaland programs covered by this contraction the dates and at the approximate nounhy times provided on the

#### face nerecit

- (b) The Station and lexerose normal preparations in hendling of procesty and mail, but assumes no its bility for loss or centage to program or commercial materials and other property furnished by the Agency in connection with producests nersumeer. The Station will not appear mail, correspondence, or takeohore balls in connection with producests except after its prior approval.
- Agency is abting as agent for a displaced principal (i.e., the Advertiser names on the face nerse); and Agency will so tas agent for making payment or all billings hereuppar. However, Agency shall be primarily label for the Advertiser's payment of some use hereuppar and Sector and look initially to Agency for the cayment to resolve the face of a filter of the Agency for the cayment to resolve the face of the Agency for the cayment to resolve the face of the Agency for the cayment to the Agency for the cayment to the Agency for the face of t
- (2) Agency shall not assign this contract except to another agency which successes to its business of representing Advertiser and provided such other agency and only the successor agency and lite obligations never now. Advertiser may upon notice to Station, or angel its agency and only the successor agency and lite emitted to commissions, if any, or builtings for produces therefore, Station is not required to produce thereunder for the centain of any person other than Advertiser, or for a product or service other than that named on the face never lite.
- (a) This contract contains the entire tingerstanding between the parties, cannot be changed or terminated craffly, and enable constitued in accordance with the laws of the State of New York, and with the Communicatoria Act of 1834, as amended, and with the roles and regulations of the FCC last ediphrauknt thereto. When there is any inconsistency detines in the seasonant conditions and a provision on the face person, the latter shall govern. Failure of either party to enforce any of the provisional nervel is satisfact to constitue in a specific provision of the case of the constituent of the provision of the case of the case of cases and the case of the case

For applitions, information relating to political advertising, Agendes and Advertisers are encouraged to request a popyrof the Station's current politics, sovertaing disposure statement.]

## CONTRACT

**KMBC** 6455 Winchester Ave Kansas City, MO 64133-6409 (816)221-9999

www.kmbc.com

And:

Smart Media Group LLC (VA) 814 King St Ste 400 Alexandria, VA 22314

	Contract / Rev	vision		Alt Order #	t .
	953887	1		07899361	
Product					
MARTIN/AG/R					
Contract Dates	Estimate #				-
09/24/12 - 10/01/12	924C01				
Advertiser			Ori	iginal Date	/ Revision
Martin /R/Attorney Genera	al		09/20/12 / 09/20/12		/ 09/20/12
	Billing Cycle	Billing	illing Calendar Cash/Trade		Cash/Trade
	EOM/EOC	Broado	adcast Cash		Cash
	Station	Accour	ıt E	xecutive	Sales Office
	KMBC	Meredi	Meredith Thompson Eagle-Was		Eagle-Washingt
	Special Handl	lling_			
	Demographic				
	Adults 35+				
	IDB#	Adverti	ser	Code	Product Code
	1046	MART			ORDR
	Agency Ref			Advertiser	Ref

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	TypeSp	oots	Amount
N 1 KMBC 09/24/12 09/28/12 First News at 6am	6-7am	:30	NM	2	\$1,200.00
Class of Time - Pre-emptible with notice   Start Date   End Date   Weekdays   Spots/Week   Week: 09/24/12   09/30/12   M-W-F   2	<u>Rate</u> \$600.00				
N 2 KMBC 09/24/12 09/28/12 Good Morning America	7-9am	:30	NM	3	\$1,350.00
Class of Time - Pre-emptible with notice  Start Date   End Date   Weekdays   Spots/Week  Week: 09/24/12   09/30/12   MTWTF   3	<u>Rate</u> \$450.00				
N 3 KMBC 10/01/12 10/01/12 Good Morning America	7-9am	:30	NM	NM 1 \$350.00	
Class of Time - Immediately Pre-emptible without notice  Start Date   End Date   Weekdays   Spots/Week    Week: 10/01/12   10/07/12   M   1	<u>Rate</u> \$350.00				
N 4 KMBC 09/29/12 09/29/12 Sa 6-7a	6-7a	:30	NM	NM 1 \$300	
Class of Time - Pre-emptible with notice  Start Date	<u>Rate</u> \$300.00				
N 5 KMBC 09/29/12 09/29/12 News Wknd Sat	7-9am	:30	NM	1	\$300.00
Class of Time - Pre-emptible with notice Start Date	<u>Rate</u> \$300.00				
N 6 KMBC 09/30/12 09/30/12 News Wknd Sun	7-9am	:30	NM	1	\$300.00
Class of Time - Pre-emptible with notice  Start Date End Date Weekdays Week: 09/24/12 09/30/125 1  Spots/Week	<u>Rate</u> \$300.00				
N 7 KMBC 09/24/12 09/28/12 6pm News	6-630pm	:30	NM	2	\$1,650.00
Class of Time - Pre-emptible with notice  Start Date   End Date   Weekdays   Spots/Week   Week: 09/24/12   09/30/12   M-W-F   2	<u>Rate</u> \$825.00				
N 8 KMBC 10/01/12 10/01/12 6pm News	6-630pm	:30	NM	1	\$600.00
Class of Time - Immediately Pre-emptible without notice Start Date	Rate				

(\* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise

**KMBC** 6455 Winchester Ave Kansas City, MO 64133-6409 (816)221-9999

www.kmbc.com

Contract / Revision Alt Order# 953887 07899361 Contract Dates Product Estimate # 09/24/12 - 10/01/12 MARTIN/AG/R 924C01

Advertiser Original Date / Revision / 09/20/12 09/20/12 Martin /R/Attorney Genera

		Spots/		
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	TypeSpots	Amount
Start Date         End Date         Weekdays         Spots/Week           Week: 10/01/12         10/07/12         M         1	<u>Rate</u> \$600.00			
N 9 KMBC 09/30/12 09/30/12 5pm News Sunday	5-6pm	:30	NM 1	\$400.00
Class of Time - Pre-emptible with notice  Start Date   End Date   Weekdays   Spots/Week    Week: 09/24/12   09/30/12  S   1	<u>Rate</u> \$400.00			
N 10 KMBC 09/24/12 09/28/12 M-F 1035-1105pm	1035-1105pm	:30	NM 2	\$1,300.00
Class of Time - Pre-emptible with notice  Start Date End Date Weekdays Week: 09/24/12 09/30/12 M-W-F 2  Spots/Week	<u>Rate</u> \$650.00			
N 11 KMBC 09/25/12 09/27/12 M-F/SU 10pm News	10-1035pm	:30	NM 2	\$3,000.00
Class of Time - Pre-emptible with notice  Start Date   End Date   Weekdays   Spots/Week    Week: 09/24/12   09/30/12   -1-1   2	<u>Rate</u> \$1,500.00			
N 12 KMBC 09/30/12 09/30/12 Su 10pm news	10-1030pm	:30	NM 1	\$1,500.00
Class of Time - Pre-emptible with notice  Start Date End Date Weekdays Week: 09/24/12 09/30/125 1	Rate \$1,500.00			
D 13 KMBC 09/30/12 09/30/12 SU 1030pm News	1030-11pm	:30	NM 0	\$0.00
D 14 KMBC 09/24/12 09/28/12 630-7p	630-7pm	:30	NM 0	\$0.00
N 15 KMBC 10/01/12 10/01/12 630-7p	630-7pm	:30	NM 1	\$650.00
Class of Time - Immediately Pre-emptible without notice  Start Date	<u>Rate</u> \$650.00			
N 16 KMBC 09/25/12 09/28/12 KATIE COURIC	2-3PM	:30	NM 3	\$750.00
Class of Time - Pre-emptible with notice  Start Date   End Date   Weekdays   Spots/Week  Week: 09/24/12   09/30/12   -TWTF   3	<u>Rate</u> \$250.00			
N 17 KMBC 09/25/12 09/28/12 5pm News	5-530pm	:30	NM 2	\$1,400.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 09/24/12 09/30/12 -TwTF 2	<u>Rate</u> \$700.00			
N 18 KMBC 09/29/12 09/29/12 Sat News @ 5am	5-6am	:30	NM 2	\$200.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 09/24/12 09/30/12S- Spots/Week	<u>Rate</u> \$100.00			
N 19 KMBC 09/30/12 09/30/12 Sun News @ 5am	5-6am	:30	NM 1	\$100.00
Class of Time - Pre-emptible with notice  Start Date End Date Weekdays Week: 09/24/12 09/30/125 1	<u>Rate</u> \$100.00			
		Totals	27	\$15,350.00

Time Period	# of Spots	Gross Amount	Net Amount
08/27/12 -09/30/12	24	\$13,750.00	\$11,687.50
10/01/12 -10/01/12	3	\$1,600.00	\$1,360.00
Totals	27	\$15,350.00	\$13,047.50

(\* Line Transactions: N = New, E = Edited, D = Deleted)

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www.kmbc.com

	Contract / Revision 953887 /	1_	Alt Order # 07899361		
Contract Dates 09/24/12 - 10/01/12	Product MARTIN/AG/R		Estimate # 924C01		
Advertiser Martin /R/Attorney Gener:		Original Date / Revision 09/20/12 / 09/20/12			

Signature: Date:
------------------

(\* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise

otherwise, on contracts, insertion orders, copy instructions or any correspondence when such commits with the above terms and contracts, insertion orders, copy instructions or any correspondence when such commits with the above terms and contracts, insertion orders, copy instructions or any correspondence when such commits and contracts, insertion orders, copy instructions or any correspondence when such contracts, insertion orders, copy instructions or any correspondence when such contracts and contracts, insertion orders, copy instructions or any correspondence when such contracts and contracts, insertion orders, copy instructions or any correspondence when such contracts and contracts, insertion orders, copy instructions or any correspondence when such contracts and contracts, insertion orders, copy instructions or any correspondence when such contracts and contracts, insertion orders, copy instructions or any correspondence when such contracts and contracts, insertion orders, copy instructions or any correspondence when such contracts and contrac

# TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm on other observes entry ("Agency") postrepting to our present acceptable to the serventians time on benefit of the serventian of the face of this contract ("Advertiser") and the station appearing this pontract ("Station") reserving present at this pontract end, be governed by the following conditions and terms:

#### BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following prosposate nereuncier, pill Agency on beneficifiAdventage at socression the face nereof. Agency shall pay Station thereon at appression pill on on perfore the 15th day of each month following that in which prosposate obstincts are other passes at may be specified in the invoice.
- (p) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract port for itself, and as agent for the Advertiser and that Agency agency to Station and for all collegators undertaken to be performed by Agency and Advertiser are and shall be jointly and severally listing any agency to Station and for all collegators undertaken to be performed by Agency.

#### 7 TERMINATION

- (a) Unless on sinvice specified on the face nereof, either party may terminate this contract, without cause, upon giving the other party at least 20 days prior notice provided that, if notice is given by Agency, termination and through effective until after two (2) weeks of proadcasting hereonder. If Agency, so terminates this contract it shall pay Station at the samed rate for all proadcasts pursuant to this contract through the effective date of termination.
- (b) Staton may, upon notes to Agency, terminate this contract absorptime; (i) upon material preson by Agency, (ii) if Station falls to receive timely beyone one pilling; or (iii) if Advertisate or Agency's precitie, in Station a research explicitor, impared. Upon all or termination, sill access contract presons one payable. The Agency's proy liability shall be to pay for telepasts completed nereunder prior to catoellation by Station.
- (b) Agency may, apon notice to Station, terminate this contract any time upon material breach by Station. Upon such terminator, the Station sorby liability and the to beyond by Station and the same of the following: (i) the same inchanged out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of each termination, or (iii) the late; which would be due to Station nersunder if, on the date on which Agency gives notice of cancellation. Station had given notice of termination obtained by Early and Early extension obtained by Early and Early extension of the earliest calls be earliest therefore.
- (c) Neither pertylensil naive any list littly to the other upon termination our supply this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

#### OMISSION OF BROADCAST.

If, as a result of an abt of God, finds maje we, public emergency, iscondispute, resmotion imposed by iswing overmental order, medianical presection, or where necessary to ensore the Station to comply with the Communications Act of 1934, as amended, to satisfy the Treasonable access an architectal opportunity irreducements for pertain political perdicates, or any other similar or presimilar by use depond the Station is reasonable control. Station fails to prespect any or all of the singular entities or prescribed by any other similar or prescribed by a second prescribed by an action of the singular entities of prescribed by an action of the singular entities of t

## 4. PREEMPTIONS

Station and in ave the right to bende, any prosposation portion thereof powers by this contract in prosper to broadcast any program on event which, in the Station also assessed on the end of greater bubble interest or significance. Station may also recept the time prevously sold when necessary to comply with its obligations to make a vallable "reasonable appears" and or 1934, as arranged. Station will not fly Agandy of such cancellation as promotives reasonably possible, if the cattles cannot agree upon a set is factory substitute right and time, the broadcast appreciately as factorized and or the provided under this contract, except that Agandy will not daily to be appreciately as preciated and or as the cattles and the cattles are cattles and cattles are cattles and cattles are cattles and the cattles are cattles and cattles are cattles are cattles and cattles are cattles are cattles and cattles are cattles and cattles are cattles are cattles

## 5. FIXED RATE PURCHASES

Nowitnessanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted an roundement was purphased as a single buyor at a fixed (i.e., not a preemptible) rate, and it is do included on the face of this contract, Station may preempt at its soled dispersion. In the event of preempt of or omission, these otherwise agreed to by Station. Agency shall both self-or paying fill point self-or preempt at a reasonably safe above as a point as a contract at a reasonably safe above as a point self-or provided as a contract and a reasonably safe above 3. A GENCY MATERIAL

All commercial materials (if so specified on the foe of this contract, all program materials, incliding talent) anallize furnished by Agency and delivers in Station at Agency apie cost and excense. Agency analliceliver all materials not less than 43 nours (exclusive of Saturdays, Sundays and noticelys) in soverce of broadcast. All materials furnished by Agency (i) shall not be contractly to the public interest, (ii) shall conform to the Station attending program and coerating policies and destiny agency and (iii) are arbitrated approved and controling night to reject on to subset Agency to edit add materials. Station will not be itsole for isself or carrage to Agency an esterial or, even if abort purposed in the program of the program and the program and program and the p

If Agency requests within 20 days of leat broadcast nere under, Station will, at Agency's expense, return Agency material to Agency. If Agency does not accreate Station has the right to dispose of all Agency material anythms after 50 days following the leat broadcast nerestricer.

#### 7. INDEMNIFICATION

Agency and Advertiser wild pointly and severally incommission bod harmless Station from and against all daims, demands, obligators or oranges (including reasonable attorney has and discursements) which arise out of or result from the processat, preparation for processation por harmless of materials. Similar or operation of Agency and Advertiser or Station and Agency and Advertisers commercial materials, and Station will aimitarly indemnify and major page of the agency and Advertiser with reasonable fall materials for missed operations. The provisions of the caragraph and is survively the termination or expertition of this portion of the caragraph and is survively the termination or expertition.

#### 8. CONSEQUENTIAL DAMAGES

Agen byend Station hereby agree that consequents; camages resulting from any preson of this contract, bursuant to Paragraph 2, or any presonable to the processes, bursuant to Paragraph 2, or any presonation of processes, bursuant to Paragraph 4, are speculative and neither Agency not Station and be need table for any consequential camages incurred.

This consequential camage explusion provisor is an allocation of risk separate and apart from provisors appearing or limiting either Agency's or Station a remedies for preson.

## 9. GENERAL

(a) Station will prosposed the endour dements and programs dovered by this contraction the dates and at the approximate industrytimes provided on the

face nerecti

- (b) The Statut and example normal precautions in nancting of property and mail, but assumes no its bility for idea once mage to program or commercial preterns and other process mail, correspondence, or telephone causing connector with process mail connector with process mail connector with process mail connectors.
- Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof and Agencywill act as agent for making deyment or all billings in ensured. However, Agency shall be primarily isolar for the Advertiser's payment of sums a usine reunder and Sistor is not insight of Agency for the object of sums of the second until Agency fairs to timely remit payment for becomes insolvent. Advertiser has not not be agency for all unpaid billings for servoes and personal references (excluding any entire to agency thereor, and to the extent that Advertiser has therefore made payment to the Agency thereor (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or people to a bird besty mones which make on payment to the Agency or that Agency was an darger of becoming in solvent; or (ii) a far receiving notice (together with a turner statement of a popular) from Station that Agency is seriously osling between the or any other advertisers graphered follows. Agency is all references are not believed Advertiser of or original Advertiser is liability for pread of the obligations hereunder. If this popular is apply to Advertiser expect that in such asset to commission will be applying to the described in such asset to a commission will be applyed to the described of the contract is made directly with Advertiser expect that in such asset to commission will be applyed to the described of the payment of a commission will be applyed to the described of the payment of a commission will be applyed to the described of the payment o
- (d) Agency shall not assign this contract except to another agency which succeeds to its push assign fred assign this contract except to another agency which succeeds to its obligations nereshaper. Advertiser may, upon notice to Sixton, change its agency and only the successor agency and the entitled to commissions, if any, or oillings for productable thereafter. Station is not required to product the remaining for the density of any or of the face named.
- (e) This contains the entry understanding between the parties, pannot be pranged or terminated prairly, and shall be constitued in approximate with the issue of the State of New York, and with the Communications Act of 1834, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the Scor hereof, the latter shall govern. Failure of either party to enforce anyof the provisions nereof and through as a general refinal termination waiver of that or anyother provision. Although a reference (except for notices or per Paragraph 4) shall be in writing, given only by prapala teregram or mail, addressed to the other party at the sources on the Scor hereof, and shall be deemed given on the date of disposition.

For additions, information relating to political advertising, Agencies and Advertisers are encouraged to request a popyrof the Station a purrent political advertising disposite statement.]